

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON

ONE NEW YORK PLAZA • NEW YORK, N.Y. 10004

SAM HARRIS (1947-1980)

*MILTON R. ACKMAN
STEPHEN D. ALEXANDER
JEFFREY BAGNER
*FRANKLIN L. BASS
KENNETH R. BLACKMAN
LINDA R. BLUMKIN
LEONARD CHAZEN
MARC P. CHERNO
*AVIVA F. DIAMANT
*ARTHUR A. FEDER
*ARTHUR FLEISCHER, JR.
*STEPHEN FRAIDIN
HANS J. FRANK
*VICTOR S. FRIEDMAN
*HERBERT L. GALANT
ROBERT E. GERBER
MATTHEW GLUCK
JEFFREY N. GRABEL
*EDWIN HELLER
HERBERT HIRSCH
ARNOLD HOFFMAN
*ALLEN I. ISAACSON
*LESLIE A. JACOBSON

GREGORY P. JOSEPH
WILLIAM JOSEPHSON
ROBERT E. JUCEAM
STUART Z. KATZ
SANFORD KRIEGER
*RICHARD O. LOENGARD, JR.
*FREDERICK LUBCHER
HERBERT P. MINKEL, JR.
LEE S. PARKER
DANIEL B. POSNER
*ROBERT H. PREISKEL
*SHELDON RAAB
MICHAEL H. RAUCH
WILLIAM I. RIEGELMAN
HAROLD E. ROSEN
*PETER J. RYAN
DANIEL P. SCHECHTER
SARGENT SHRIVER
MAYER SIEGEL
*LEON SILVERMAN
*LEWIS A. STERN
ALEXANDER R. SUSSMAN
DAVID E. WEISBERG

(212) 820-8000
CABLE "STERIC NEW YORK"
TELEX:
W. U. I. 662119
W. U. I. 620223
W. U. DOM 128173
FACSIMILE:
XEROX (212) 269-2643
RAPIFAX (212) 269-2642

WRITER'S DIRECT LINE

3 KING'S ARMS YARD
LONDON, EC2R, 7AD ENGLAND
(01) 600-1541
TELEX 887606
CABLE "TOLOND LONDON EC2"
FACSIMILE:
(01) 606-9416
JERRY L. SMITH
RESIDENT PARTNER

FRIED, FRANK, HARRIS, SHRIVER
& KAMPELMAN

600 NEW HAMPSHIRE AVE., N.W.
WASHINGTON, D.C. 20037
(202) 342-3500
TELEX: W. U. 892406
FACSIMILE (202) 337-5867

*RICHARD B. BERRYMAN
DAVID E. BIRENBAUM
JAMES B. BLINKOFF
JOHN JOESE
MILTON EISENBERG
*JOEL R. FEIDELMAN
AROLD R. GREEN
*HUBSCHMAN
*MAX KAMPELMAN
JAY R. KRAMER
KENNETH S. KRAMER

*ARTHUR LAZARUS, JR.
FRANCIS J. O'TOOLE
HARVEY L. PITT
MELVIN RISHE
MARCUS A. ROWDEN
*RICHARD SCHIFTER
JAMES H. SCHROPP
SARGENT SHRIVER
LAWRENCE R. SIDMAN
*DANIEL M. SINGER
W. RICHARD WEST, JR.
LEONARD ZAX

WALTER J. FRIED
BENJAMIN NASSAU
HERMANN E. SIMON
COUNSEL

*A NEW YORK PROFESSIONAL CORPORATION

*MARTIN D. GINSBURG
STUART R. REICHART
PAUL SHNITZER
COUNSEL

*A DISTRICT OF COLUMBIA PROFESSIONAL CORPORATION

INTERSTATE COMMERCE COMMISSION

BY HAND

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

In accordance with the provisions of 49 U.S.C.
§ 11303 and the Rules and Regulations of the Interstate
Commerce Commission thereunder, we herewith submit to you for
filing and recordation three executed counterparts of each of
the following "secondary" documents:

(1) Assumption Agreement (Series 10) dated as
of January 26, 1983, between Richmond Leasing
Company, Mercantile National Bank at Dallas, Trustee,
and Teachers Insurance and Annuity Association of
America; and

(2) Agreement and Assignment (Series 10) dated
as of January 26, 1983, between Richmond Leasing
Company, Mercantile National Bank at Dallas, Trustee,
and Teachers Insurance and Annuity Association of
America.

Carol J. Rice

RECEIVED
APR 19 3 08 PM '83
FEE OPERATION BR.

RECEIVED
APR 19 3 08 PM '83
FEE OPERATION BR.

APR 19 1983 - 3 15 PM

APR 19 1983 - 3 15 PM

APR 19, 1983

RECORDATION NO. 8665 Filed 1425

RECORDATION NO. 8665 Filed 1425

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich

2

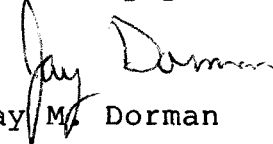
April 19, 1983

Each of the above-referenced agreements relates to the railroad cars described in Exhibit A attached hereto and is filed in connection with an Equipment Trust Agreement (Series 10) dated as of January 19, 1977 and filed with the Interstate Commerce Commission at 1:35 p.m. on January 21, 1977 under Recordation No. 8665.

The address of Richmond Leasing Company is 1700 West Loop South, Suite 1500, Houston, Texas 77027; the address of Mercantile National Bank at Dallas is 1704 Main Street, Dallas, Texas 75201; and the address of Teachers Insurance and Annuity Association of America is 730 Third Avenue, New York, New York 10017.

We have enclosed a check to cover the recordation fee. Please return the executed counterparts not required for recordation and the duplicate copies of this letter enclosed herein, with the appropriate filing and recordation data noted thereon, to our representative delivering this letter and the aforementioned enclosures to you.

Sincerely yours,


Jay M. Dorman

Enclosures

EXHIBIT A

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
3 tank cars	105A300W	34,000	RTMX 3538, 3547 3548
3 tank cars	105A300W	34,000	RTMX 3616, 3618 3624
4 tank cars	105A300W	34,000	RTMX 3536, 3541 3545, 3553
4 tank cars	111A100W5	20,800	RTMX 2667-2670
9 tank cars	111A100W5	20,800	RTMX 2717-2724 2726
5 tank cars	105A300W	33,750	RTMX 3461, 3463 3465, 3468 3469
16 tank cars	111A100W1	16,000	RTMX 1614-1629
10 tank cars	105A300W	33,750	RTMX 3590-3599
14 tank cars	105A300W	33,750	RTMX 3470-3483
4 tank cars	105A300W	34,000	RTMX 3537, 3543 3544, 3551
5 tank cars	105A300W	33,750	RTMX 3460, 3462 3464, 3466 3467
3 tank cars	111A100W3	23,500	RTMX 2463, 2471 2474
12 tank cars	111A100W3	23,500	RTMX 2462 2464-2470 2472, 2473 2475, 2476
3 tank cars	105A300W	34,000	RTMX 3554, 3555 3558

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
2 tank cars	105A400W	33,500	RTMX 3539, 3542
1 tank car	105A340W	34,000	RTMX 3535
4 tank cars	111A100W5	20,800	RTMX 2671-2674
1 tank car	105A300W	34,000	RTMX 3556
50 tank cars	105A300W	34,000	RTMX 3685-3734
30 tank cars	105A300W	33,750	RTMX 3560-3589
4 tank cars	105A300W	34,000	RTMX 3894-3897
6 tank cars	105A300W	34,000	RTMX 3540, 3546 3549, 3552 3557, 3559
82 tank cars	105A300W	34,000	RTMX 3600-3615 3617 3619-3623 3625-3684
1 tank car	105A300W	34,000	RTMX 3550
1 tank car	111A100W5	24,700	RTMX 2725

APR 19 1983 -3 15 PM

ASSUMPTION AGREEMENT
(Series 10)

INTERSTATE COMMERCE COMMISSION

ASSUMPTION AGREEMENT, dated as of January 26, 1983, between Richmond Leasing Company ("RLC"), 1700 West Loop South, Suite 1500, Houston, Texas; Mercantile National Bank at Dallas, Trustee (the "Trustee"), 1704 Main Street, Dallas, Texas; and Teachers Insurance and Annuity Association of America ("TIAA"), 730 Third Avenue, New York, New York.

WHEREAS, RLC and the Trustee are parties to an Equipment Trust Agreement, as amended and supplemented to date (the "Equipment Trust Agreement"), described in Exhibit A hereto, pursuant to which there were issued Trust Certificates in the aggregate original principal amount of \$10,000,000 (the "Trust Certificates");

WHEREAS, TIAA is the present holder of all outstanding Trust Certificates;

WHEREAS, RLC has caused to be sold, transferred and delivered to the Trustee certain railroad equipment described in Exhibit A hereto (the "Trust Equipment") pursuant to the terms of the Equipment Trust Agreement;

WHEREAS, title to the Trust Equipment is vested in and is retained by the Trustee and the Trust Equipment is leased to RLC under the Equipment Trust Agreement;

WHEREAS, pursuant to the Equipment Trust Agreement, and as security for the payment and performance of all of RLC's obligations under the lease of the Trust Equipment to RLC as provided for in the Equipment Trust Agreement, RLC has executed and delivered to the Trustee the assignments described in Exhibit B hereto (the "Assignments"), whereby RLC has assigned, transferred and set over to the Trustee (i) all of RLC's right, title and interest as lessor in, to and under certain leases, together with all rights, powers, privileges, and other benefits of RLC as lessor under such leases in respect of the Trust Equipment, including but not limited to RLC's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments due or to become payable to or receivable by RLC under or pursuant to the provisions of such leases and, in addition, (ii) all of RLC's right to receive and collect all per diem, mileage or other payments due or to become payable to RLC in respect of the Trust Equipment, whether under or pursuant to the provisions of any of such leases or otherwise;

WHEREAS, on January 7, 1983, RLC filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 et. seq., in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), and RLC was authorized by the Bankruptcy Court as of that date to operate its business as a debtor in possession;

WHEREAS, RLC wishes to assume and to agree to pay, perform and discharge any and all of RLC's obligations under the Equipment Trust Agreement;

WHEREAS, on January 13, 1983, the Bankruptcy Court issued an order (the "Order"), among other things, instructing RLC to make, execute and deliver to the Trustee such an assumption; and

WHEREAS, the Order has become final and nonappealable;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. RLC hereby assumes and agrees to pay, perform and discharge any and all obligations of RLC under the Equipment Trust Agreement and the Assignments, and the Trustee hereby accepts such assumption.

2. RLC hereby ratifies, adopts and confirms all liens and security interests created by the Assignments.

3. RLC hereby confirms and agrees that the Trustee has good and valid title to the Trust Equipment.

4. TIAA and the Trustee, at TIAA's direction, hereby waive any Events of Default which may have existed under the Equipment Trust Agreement as of January 7, 1983 and further hereby waive any and all future Events of Default arising by reason of (i) the pending chapter 11 case of RLC or (ii)

Section 6.01(d) of the Equipment Trust Agreement during the time RLC is in chapter 11.

5. The Trustee hereby ratifies and confirms all of its obligations specified in the Equipment Trust Agreement and the Assignments.

6. RLC covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee or TIAA to do or execute for the purpose of fully carrying out and effectuating this Assumption Agreement and the intent hereof.

7. This Assumption Agreement: (i) may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument; (ii) shall be construed (both as to validity and performance) and enforced in accordance with and governed by the laws of the State of Texas applicable to agreements made and to be performed wholly within such jurisdiction; and (iii) shall inure to the benefit of and shall

be binding upon the parties hereto and their respective heirs,
legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused their
names to be signed hereto by their respective officers
thereunto duly authorized and their respective corporate seals,
duly attested, to be hereunto affixed effective as of the date
first above written.

RICHMOND LEASING COMPANY,
Debtor and Debtor in
Possession

(SEAL)

By: *Kenneth W. Harkin*

Title: *Pres*

ATTEST:

Stankford

MERCANTILE NATIONAL BANK
AT DALLAS,
Trustee

(SEAL)

By: *Nona Eld*

Title: ASSISTANT VICE PRESIDENT

ATTEST:

M. Patterson

TEACHERS INSURANCE AND
ANNUITY ASSOCIATION
OF AMERICA

(SEAL)

Witness:

~~ATTEST:~~

Rosemarie J. LoBono

By: *Gary C. Rugendorf*

Title: Gary C. Rugendorf
Assistant Investment Officer

By: *James F. Blair*

Title: JAMES F. BLAIR
SECOND VICE PRESIDENT

STATE OF TEXAS)
 :
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Laurel M. Harrison, of Richmond Leasing Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of March, 1983.



Notary Public in and for
Harris County, Texas

STATE OF TEXAS)
 : SS:
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared *Dona Elder*, to me personally known, who, being by me duly sworn, says that [s]he is *Assistant Vice President* of Mercantile National Bank at Dallas, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of March, 1983.

Balbir Arora

Notary Public in and for
Dallas County, Texas

STATE OF NEW YORK)

:

COUNTY OF NEW YORK)

BEFORE ME, the undersigned authority, on this day personally appeared GARY C. Rugendorf, Assistant Investment Officer, and James F. Blair, Second Vice President, of Teachers Insurance and Annuity Association of America, a New York corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the respective capacities therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of ~~March~~, 1983.

April

Carol Ann Palumbo
Notary Public in and for
New York County, New York

CAROL ANN PALUMBO
NOTARY PUBLIC, State of New York
No. 44-4766783
Qualified in Rockland County
Commission Expires March 30, 1984

Exhibit A

Equipment Trust Agreement, Series 10, between Mercantile National Bank at Dallas, Trustee (the "Trustee"), and Richmond Leasing Company ("RLC"), dated as of January 19, 1977, and filed with the Interstate Commerce Commission ("ICC") at 1:35 p.m. on January 21, 1977 under Recordation No. 8665; First Amendment to Equipment Trust Agreement between the Trustee and RLC, dated as of September 15, 1980, and filed with the ICC at 1:45 p.m. on October 14, 1980 under Recordation No. 8665-O; and Supplemental Agreement among Chemical Bank, The First National Bank of Fort Worth, the Trustee and RLC, dated as of July 1, 1982, and filed with the ICC at 10:25 a.m. on August 18, 1982 under Recordation No. 8665-R.

The above-referenced agreements relate to the following railroad equipment:

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
3 tank cars	105A300W	34,000	RTMX 3538, 3547 3548
3 tank cars	105A300W	34,000	RTMX 3616, 3618 3624
4 tank cars	105A300W	34,000	RTMX 3536, 3541 3545, 3553
4 tank cars	111A100W5	20,800	RTMX 2667-2670

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
9 tank cars	111A100W5	20,800	RTMX 2717-2724 2726
5 tank cars	105A300W	33,750	RTMX 3461, 3463 3465, 3468 3469
16 tank cars	111A100W1	16,000	RTMX 1614-1629
10 tank cars	105A300W	33,750	RTMX 3590-3599
14 tank cars	105A300W	33,750	RTMX 3470-3483
4 tank cars	105A300W	34,000	RTMX 3537, 3543 3544, 3551
5 tank cars	105A300W	33,750	RTMX 3460, 3462 3464, 3466 3467
3 tank cars	111A100W3	23,500	RTMX 2463, 2471 2474
12 tank cars	111A100W3	23,500	RTMX 2462 2464-2470 2472, 2473 2475, 2476
3 tank cars	105A300W	34,000	RTMX 3554, 3555 3558
2 tank cars	105A400W	33,500	RTMX 3539, 3542
1 tank car	105A340W	34,000	RTMX 3535
4 tank cars	111A100W5	20,800	RTMX 2671-2674
1 tank car	105A300W	34,000	RTMX 3556
50 tank cars	105A300W	34,000	RTMX 3685-3734
30 tank cars	105A300W	33,750	RTMX 3560-3589
4 tank cars	105A300W	34,000	RTMX 3894-3897

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
6 tank cars	105A300W	34,000	RTMX 3540, 3546 3549, 3552 3557, 3559
82 tank cars	105A300W	34,000	RTMX 3600-3615 3617 3619-3623 3625-3684
1 tank car	105A300W	34,000	RTMX 3550
1 tank car	111A100W5	24,700	RTMX 2725

Exhibit B

Assignment between Mercantile National Bank at Dallas, Trustee (the "Trustee"), and Richmond Leasing Company ("RLC"), dated as of January 20, 1977, and filed with the Interstate Commerce Commission ("ICC") at 1:35 p.m. on January 21, 1977 under Recordation No. 8665-A; Assignment between the Trustee and RLC, dated as of February 22, 1977, and filed with the ICC on February 22, 1977 under Recordation No. 8665-C; Assignment between the Trustee and RLC, dated as of March 25, 1977, and filed with the ICC at 12:45 p.m. on March 25, 1977 under Recordation No. 8665-E; Assignment between the Trustee and RLC, dated as of April 22, 1977, and filed with the ICC at 10:55 a.m. on April 22, 1977 under Recordation No. 8665-G; Assignment between the Trustee and RLC, dated as of May 27, 1977, and filed with the ICC at 12:15 p.m. on May 27, 1977 under Recordation No. 8665-I; Assignment between the Trustee and RLC, dated as of June 29, 1977, and filed with the ICC at 1:55 p.m. on June 30, 1977 under Recordation No. 8665-K; Assignment between the Trustee and RLC, dated as of July 25, 1977, and filed with the ICC at 12:40 p.m. on July 25, 1977 under Recordation No. 8665-M; and First Amendment to Assignments between the Trustee and RLC, dated as of September 15, 1977, and filed with the ICC at 1:45 p.m. on October 14, 1980 under Recordation No. 8665-P.